

THE UNION FEED CO.,

A. W. BUSH, Manager.

HAY, GRAIN and MIXED FEED

OF ALL DESCRIPTIONS
FOR STOCK OF ALL KINDS!
ALSO, POULTRY FEED.

The California Hay and Grain of the Company is of VERY SUPERIOR QUALITY, selected carefully by the Manager during a recent visit to the Coast. ON HAND.

2,000 BALES OF HAY

4,000 SACKS OF GRAIN!

WE GUARANTEE TO KEEP CONSTANTLY SUPPLIED

THE VERY BEST OF HAY & GRAIN!

And can sell the same at the LOWEST RATES, as we buy largely and for CASH.

To those Consumers who have heretofore Imported for themselves we solicit their patronage, trusting we can give satisfaction, thereby saving them time and labor.

Careful Attention Given to the Shipping of Orders to other Islands. Large Additional Supplies are now on the way per EUREKA and KALAKAUA. All Orders to be sent to

A. W. BUSH,
MANAGER OF UNION FEED CO.

We Beg to Notify Our Many Patrons

We Have Recently Received

A LARGE ADDITION
TO OUR USUAL STOCK OF HAY AND GRAIN,

That at No Time Since We Commenced Business

Without Hay or Failed to Fill All Orders of Our Regular Customers!

Nor have we ADVANCED THE PRICE to them during the great scarcity of Hay in the past few Months; and

We Will Continue to Sell Hay and Grain
as Cheap as it Can be Purchased
in Honolulu!

ALL ORDERS FROM THE OTHER ISLANDS

Goods, Wares or Merchandise,

In Our Line or Not, Will Be Filled at LOW RATES, and
NO COMMISSION Charged. Telephone, No. 147.

L. AINE & CO.

NOT SO!

CHARLES J. FISHEL

IS NOT SELLING OUT.

Nor Giving Up the Dry Goods Business!

\$21,500 WORTH OF DRY GOODS JUST RECEIVED!

BY THE LAST STEAMER.

The Greatest Bargains ever Offered in Honolulu

FULL ASSORTMENT OF EVERYTHING!

MY STORE, CORNER OF FORT and HOTEL STREETS,

HAS RECENTLY BEEN RENOVATED AND ENLARGED.

More Room, More Goods.

More for Your Money than Elsewhere!

FULL LINE OF EMBROIDERIES!

100 per cent. Lower than any other House can sell them in the Kingdom.

Berlin Zephyrs 15 Cents Per Ounce.

Cardboard, plain 5 cents per sheet

Cardboard, silver 25 "

Cardboard, colored and silver 25 "

For Facts, all I ask is for you to Come and see for Yourself.

CALIFORNIA ONE PRICE BAZAAR!

CHAS. J. FISHEL, Corner Fort and Hotel sts.

LOOK AT THIS!

CHAS. B. WILSON HAVING PROCURED

FIRST-CLASS HORSE SHOING

AT REASONABLE RATES.

SATISFACTION GUARANTEED

NO PAY ASKED!

BLACKSMITHING

All Its Branches!

Artesian Well Work.

Wagon and Carriage Work.

House Work.

Bridge Work, etc., etc.

Done by Experienced Workmen!

AT RATES THAT WILL

Defy Competition!

ALL I ASK IS A TRIAL ORDER.

CHAS. B. WILSON.

I HAVE RECEIVED AND NOW OFFER

FOR SALE, 1000 IRON of the following sizes: 2 1/2, 3, 3 1/2, 4, 4 1/2, 5, 5 1/2, 6, 6 1/2, 7, 7 1/2, 8, 8 1/2, 9, 9 1/2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Eastern Shooks, Molasses Barrels, all sizes; Sugar Kegs, &c., Made to Order.

New Advertisements.

JUST RECEIVED

Late Arrivals,

Fine Assortment

WINE, LIQUORS, ALE, & C.

CONSISTING OF

Cases Hennessy *** Brandy.

Cases De Lange's Brandy.

Cases Jules Roler's Brandy.

Cases Bottellier & Co's Brandy.

Cases Hennessy's Pale Brandy.

Cases Burke's *** Irish Whisky.

Cases Kinahan's LL Irish Whisky.

Cases Burke's Scotch Whisky.

Cases Cutter No. 1 & O K Bourbon Whisky.

Cases Kentucky Favorite Whisky.

Cases O F C Sour Mash Whisky.

Cases Green Case "Key" Gin.

Baskets Stone Jug Gin.

Cases Red Palm Tree Gin.

Cases Benker Gin.

Cases Best Cockburn's English Port.

Cases Best Duff Gordon's Sherry Wine.

Cases Best Extra Dry Sherry.

Cases Genuine Madeira Wine!

Cases

SUPERIOR CHAMPAGNE!

IN QUARTS AND PINTS, &c.

ALSO—

Cases Budweiser's St. Louis Beer, quarts and pints;

Cases Anheuser's St. Louis Beer, quarts and pints;

Cases St. Paul's Beer, quarts and pints;

Cases Foster's Ale, quarts and pints;

Cases Bass's Ale, quarts and pints;

Cases Porter's Porter, quarts and pints;

Cases Borek's Porter, quarts and pints.

THE ABOVE GOODS

GUARANTEED

OF FIRST QUALITY

And will be sold Reasonable

TO SUIT THE TIMES.

F. T. Lenehan & Co.,

PONY STABLES!!

GO AS YOU PLEASE!

Island Horses

vs.

Imported Stock!

Vancouver, the Benevolent Navigator, First Introduced

THE HORSE

A spirited and hardy animal from Spanish America into the Islands; and the original Spanish Ancestors have produced in this day, a hardy, enduring and useful

Native Horse

That cannot be beat for certain qualities.

A Good Island Horse

Such as we have been receiving lately from the rich pasture plains of Hawaii and Lanai, is

Invariably Kind!!

When well broken, keeps in good condition on small feed, is generally docile, and will last as a good, useful working animal

For Over Thirty Years

When your costly Imported Horse is broken, winded, stiff-necked, and used up before he is Fifteen Years Old—

THESE ARE FACTS!

We can supply a Kind, Well-Formed, and Useful

Family Horse,

of Native Stock, for less than half the cost of an Imported Animal, and THAT WILL DO TWICE AS MUCH AND BETTER WORK.

Give us a Commission for a Good Island Horse, with which you can

Trust Your Children

AND WE WILL GUARANTEE SATISFACTION.

Horses Boarded by the Day, Week or Month. Horses Bought and Sold.

A SLENDID ASSORTMENT OF CARRIAGES ON HAND TO LET & SELL.

Have just built some VERY EASY AND WELL FINISHED CARRIAGES—MOST SUITABLE FOR LADIES.

Ladies will find our SADDLE HORSES Superior in any in the City, both for Gentleness and Appearance

REASONABLE RATES and SPECIAL CARE taken of Stock entrusted to our care.

N. B.—Those Boarding their Horses will not BE CHARGED EXTRA for DOCTORING or SHOEING.

Horses Broken to Saddle or Harness!

Pony Livery and Sale Stables,

King street, nearly opposite Bethel.

424

New Advertisements.

FOR
GO TO PALMER & CO.'S
DRUGS, MEDICINES, AND FANCY GOODS!

THE PACIFIC Commercial Advertiser.

SATURDAY, MARCH 4, 1882.

Intermediary Court.

Thursday, February 23rd.

Before His Honor Judge McCully.

Bolles & Co. vs. E. B. Thomas; assumpt for \$77.13. Messrs. Castle & Hatch for plaintiffs.

Mr. John Russell for defendant. This was an appeal from the Police Court of Honolulu. This was a question as to the liability of the defendant to pay bills incurred by the former owner of the brig Nicolson in regard to that vessel before defendant bought her. From the evidence, it appeared that Bolles & Co. and other creditors demanded payment from Thomas of this and other debts so incurred, under threat of libelling the vessel. This was at the time the bill of sale of the vessel was being made out. Plaintiffs also claimed that defendant had promised to pay their account. The defense was, that even if such a promise had been made it was not binding unless reduced to a written contract if the party making the promise repudiated it. Defendant believed he had good reason for refusing to pay this debt, and denied having made more than a conditional promise to pay it. The judgment of the Court was as follows:—

"The testimony is that defendant purchased the vessel with notice of this claim, and that he assumed the debt expressly, and that it was taken into account in fixing the price thereof. Now if this was a matter for which the vessel was liable to a proceeding in rem, the defendant's assumption of the claim is not a promise to pay the debt, or liability of another person for which there must be some memorandum in writing, signed by the party charged therewith. He purchased the vessel with this liability, and then assumed it personally. Judgment for the plaintiff for amount claimed, with costs."

Ah Fook vs. Opealu. At the request of Mr. Nahaku, counsel for plaintiff (appellant), this case was continued on account of the absence of a material witness. Mr. Holokahiki appeared for defendant.

T. B. Murray vs. G. Barnaba; assumpt for \$125. Judgment for plaintiff had been given in the Lower Court, and was now confirmed.

Ah Chow vs. Bida and Man Tip. This was an action of trespass, the plaintiff claiming that defendants had unlawfully impounded his cattle, and laying damages at \$30. In the Police Court judgment was given for defendants, and Ah Chow appealed. Mr. W. C. Jones appeared for appellant, and Mr. Dole for defendants. After hearing evidence, which was somewhat lengthy, and the arguments of counsel, His Honor said he would give judgment on Wednesday.

Wednesday, March 1st.

Ah Chow vs. Bida and Man Tip. The Court rendered judgment in this case, as follows:—

"The complaint is for unlawfully and wrongfully charging and impounding three head of cattle of the plaintiff's. The proof is clear that the cattle were in trespass on the land of defendant Man Tip, were captured and held as trespassers, that plaintiff had notice thereof, and had some negotiations for obtaining their release; (the evidence is conflicting as to the terms of this negotiation,) and that within twenty-four hours thereafter they were put in the pound, and that plaintiff thereupon paid the charge made for the damages together with the pound fees and recovered his cattle. Now, what does he do for? Clearly the impounding was lawful. The plaintiff introduces much evidence to show that the actual damage done was very slight and that the charge, \$15 damage, was excessive. Section 241 provides for such a case. The amount claimed may be paid to a police or district magistrate with other costs, whereupon the owner of the animals may have a delivery from the pound. The plaintiff not having done this, cannot now recover what he has thus paid voluntarily on the ground that the charge was excessive, nor does an excessive charge make the impounding wrongful or unlawful. Everything necessary to a lawful impounding is shown beyond a doubt, and it is now too late to consider whether the defendant asked and the plaintiff paid too much for the damage done. Judgment for the defendants."

Supreme Court.

In Equity.

Before the CHANCELLOR.

Monday, February 29.

Mann et al. vs. Campbell et al. This was a suit to obtain the cancellation of a deed made by one Maina in favor of Kanaka. Messrs. Hartwell, Whiting, and Kanulou, for the complainants; Messrs. Preston and Cecil Brown for the respondents. It was contended, on behalf of complainants, that when the deed was made Maina was, through the effects of illness, not in the possession of his faculties, and that undue influence had been used to persuade him to execute it. Lengthy evidence was taken. His Honor gave judgment as follows:—

"I am of opinion that the proofs establish that Kanaka was present when the deed of Maina to him was signed; also that the proofs do not show that undue influence was used over Maina, or that he was imbecile or insane when he executed the deed. The witnesses speak of his prostrations of pain, and that his mind was weak under these attacks, but was strong when he became better. There is no evidence that he executed the deed when in one of these attacks; in fact, he rode to the acknowledging officer, and rode again to Mr. Bond's to be married some ten days after. But the testimony of Naiaupaka, who wrote the deed, and took the acknowledgments, discloses that Maina's intention was to make a deed of his land to all of his nieces and nephews of Maina, and their heirs by right of representation. Decree accordingly. Each party to pay their own costs."

Mr. Preston entered an appeal to the Supreme Court in Banco.

JANUARY TERM, 1882.

On Wednesday last His Honor Judge McCully gave the following decision in the case:—

HACKFIELD & CO. vs. LEE LOY, THE MAKEE SUGAR COMPANY GARNISHEE.

"The Trustee Company makes answer that at the date of service they had \$1807 to the credit of defendant in account current, but that C. Along claims a lien on all moneys owing to Lee Loy by said company. Along appears before the Court, and exhibits first, an instrument executed November 22nd, 1879, by the defendants, whereby, in consideration of \$5000 advanced to grow a crop of sugar cane upon certain lands under an agreement with the Trustee Company and Lee Loy, the defendants agreed to assign to the said growing crops of sugar cane to C. Along, constitutes him attorney irrevocable to sell, etc., and to receive the proceeds. 2nd, a power of attorney in the following terms: (The document in consideration of an acknowledged debt of over \$5,000 authorized Along to sue for and recover all and every sum, or sums, of money whatsoever, that are hereafter due, or hereafter may be due and owing to me of and from the Makee Sugar Company, on account of any sugar planting interests at Kapa, and to apply receipts to payment of the same, and to incur all expenses in the doing thereof, and for the purpose of the case that the first instrument which in terms relates to the crop of 1879, is merged in the second, and the second is the one to be taken into consideration in the event of a specified year. The question is whether by this instrument the defendant made a valid assignment to Along of his credit then existing, and to accrue with the Trustee Company and Lee Loy such assignment they are protected from attachment by other creditors. No instrument could operate to place the assignee in a better position than the assignor, and a mere authority to receive and

hold defendant's funds would not cover them from a trustee process. It would be effective only in so far as such attorney had drawn and received the defendant's credits from time to time. But the authority here given recites a consideration and empowers the attorney to apply receipts to the discharge of the defendant's debt to the attorney. It is a power coupled with an interest based on consideration and not revocable. It is moreover, a specific assignment of the proceeds of the venture in which the debt was incurred to the attorney. The defendant assigns the fruit of the loan to the lender. The question of notice does not rise in this case. Referring to the mortgage it appears that the mortgage was for \$6000 and for future advancements demanded by the business. For these the defendant gives Along the security of a power to draw his receipts as the crop was ground and sold by the Trustee Company. But such a security would be defeated if at all times the defendant's other creditors could by trustee process, search his account with his agent and intercept his receipts. Upon these considerations I shall hold that there has been a valid legal and equitable assignment to Along of the defendant's credits with the garnishee. See the mortgage and Trustee's 2nd Mar. 608; Gerish, Administrator, vs. Sweetser, 4 Pick. 373; Norton vs. Piscataqua Co., 3 Mass. 532."

Mr. Dole, counsel for the plaintiff, noted exceptions to the judgment. Mr. Hartwell represented defendant and Along.

IN PROBATE—January, 1880.

Before His Honor Judge McCully.

In the matter of the estate of R. B. Neville, deceased. The judgment in this matter was not published at the time, and has now been placed at the disposal of the Press. We now give such portions of it as are of public interest, as bearing on the duties and liabilities of trustees and executors:—

"It would appear that the guardians, who were in the first place the executors of the will, settled the business of the estate by using collections and payment of liabilities, with the exception of the \$1000 mortgage. This was payable before the death of Neville, and, in my own view, ought to have been paid at the time the executors took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding."

"The rents have been credited, and out of the original fund and the rents payments have been made from time to time for the support of the wards. The items of expenditure were proper and of reasonable amount; and it is right to say that the two wards have been well brought up and educated."

"The cash on hand, when the executors rendered their account, September 15, 1870, was \$1705 13, but without charge of executors' commissions. At the rendering of the account, Nov. 20, 1870, the guardians rendered their account, and the executors took the estate; and it is evident that a wooden building is not worth so much by the ten years during which it has been subject to decay. I have, however, not announced my opinion as to the action of the executors in holding the house and land; and that, as to the mortgage on which they have been paying interest, they may have different means of doing so, and at the rate, being one per cent. on the funds in their possession."

"I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the proceeding.'" I feel it my duty to censure the mode of treating the estate. Trust funds should not be merged in the private business of trustees, but should be kept separate, and invested in the best securities which the country affords. English authorities go further. Lord Kenyon, as cited in Story's Equity Jurisprudence, says: 'It was never heard of, that a trustee could lend an infant's money on private security. This is a rule that should be rung in the ears of every person who acts in the character of a trustee—for an executor took the estate; and it is evident that had the real estate, as it appears they applied to the Court for license to do, but discontinued the